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8 UNITED STATES OF AMERICA
9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,) No. SA CR 05-36-JVS
13 Plaintiff,) **GOVERNMENT'S REVISED SENTENCING**
14 v.) **POSITION FOR DEFENDANT KENNETH**
15 KENNETH KETNER) **KETNER; DECLARATION OF ANDREW**
16 Defendant.) **STOLPER**
17 _____)

18 Plaintiff United States of America, by and through its
19 attorney of record, Assistant United States Attorney Andrew
20 Stolper, hereby files its sentencing position for defendant
21 Kenneth Ketner ("defendant"). The government's position is based
22 upon the attached Memorandum of Points and
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1 Authorities, the files and records in this matter, the
2 declaration of Andrew Stolper, as well as any evidence or
3 argument presented at hearing on this matter.

4 Per the stipulation filed on June 8, 2007, the government
5 hereby withdraw's its previous sentencing position and requests
6 the court not review or consider it.

7
8 DATED: June 13, 2007

Respectfully submitted,

9 GEORGE CARDONA
Acting United States Attorney

10 WAYNE GROSS
11 Assistant United States Attorney
12 Chief, Southern Division

13 /S/
14 ANDREW STOLPER
Assistant United States Attorney

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Defendant Kenneth Ketner ("defendant") stands convicted of
5 one count of wire fraud in violation of 18 U.S.C. § 1343 and one
6 count of money laundering in violation of 18 U.S.C. § 1957.
7 Defendant's convictions are the result of guilty pleas taken
8 before this Court on August 1, 2006.

9 The parties, in their plea agreement, agreed that
10 defendant's total offense level was 24 with a corresponding
11 sentencing range of 51-63 months. Stolper Decl. Ex. A. It is
12 the government's position that defendant be sentenced to 63
13 months based on the aggravating factors discussed below.

14 **II.**

15 **GOVERNMENT'S POSITIONS**

16 A. Factual Background

17 1. *Before MCR*

18 Defendant's real-estate fraud began before Mortgage Capital
19 Resources ("MCR"). In the early 1980s defendant worked as a
20 branch manager for GMAC Mortgage in Riverside, California.
21 Stolper Decl. Ex. B. According to Tami Ruffoll, an employee of
22 defendant, defendant instructed her to prepare fraudulent VA Form
23 and rent receipts to enable borrowers to qualify for loans. Id.
24 Ms. Ruffoll reported this fraudulent conduct to GMAC's main
25 office. Id. Three weeks later, she observed defendant being
26 escorted out of the building. Id. On his way out, defendant
27 threatened Ms. Ruffoll's life. Id.

1 By 1990, defendant was head of California Mortgage
2 Corporation ("CFC"). Stolper Decl. Ex. C. Defendant hired
3 Roberta Martin to be a loan processor, and then made Ms. Martin
4 his assistant. Id. In the mid 1990s defendant asked Ms. Martin
5 to serve as the figure-head president of CFC. Id. Defendant then
6 started MCR. Id. Shortly after Ms. Martin became "President,"
7 CFC declared bankruptcy. Id. After the bankruptcy, the
8 Department of Housing and Urban Development ("HUD") conducted an
9 audit and discovered that many of CFC's HUD insured loans were
10 fraudulent. Id. Because Ms. Martin was the "president" of CFC,
11 she was held responsible by HUD for over \$200,000 worth of
12 losses. Id. Defendant agreed to make the payments to HUD on
13 Ms. Martin's behalf. To assure that defendant made those
14 payments, Ms. Martin followed defendant to MCR as his personal
15 assistant. Id.

16 2. MCR

17 Defendant was in control of MCR throughout its existence.
18 PSR ¶ 15. Defendant was responsible for two fraud schemes taking
19 place simultaneously at MCR. First, defendant orchestrated what
20 has become known as the "Purple File Property" scheme. PSR ¶¶
21 19-24, Stolper Decl. Exs. B-F. MCR was a mortgage company that
22 funded loans using warehouse lines of credit. Id. These
23 warehouse lines of credit allowed MCR to fund loans to borrowers
24 using these lines of credit for a short term, usually 60 days.
25 Id. Most loans that were funded with the warehouse line of
26 credit were going to be packaged and sold to warehouse lenders. Id.
27 For the warehouse lender to purchase the loan it had to meet
28 certain specific criteria. Id. For example, loans that were in

1 default would not be purchased by the warehouse lenders. Id.
2 For loans in default, MCR would have to foreclose on the loan
3 itself or try to find an alternate buyer for the loan, often at
4 an economic loss. Id. Properties that mortgage company
5 forecloses on are known in the industry as "real-estate owned" or
6 "REO." Id.

7 Defendant did not wish for MCR to take losses by foreclosing
8 on properties. Id. Instead, defendant's scheme had his friends
9 and family¹ pretend to buy the properties from MCR, and borrow
10 money from MCR to do so. Id. MCR would then originate a new
11 loan for the straw buyer. Id. This would give defendant another
12 60 days, generate additional loan origination fees for MCR, and
13 prevent MCR having to take a loss on these loans. Id. In total,
14 defendant orchestrated hundreds of these transactions employing
15 as straw buyers his employees, in-laws, friends, and the co-
16 defendant, Allen Johnson. Id.

17 The second scheme defendant orchestrated at MCR was to steal
18 warehouse lenders' money. PSR ¶¶ 25-34, Stolper Decl. Exs. B-F
19 When MCR would originate a loan it would request funding from the
20 warehouse lender. Id. The warehouse lender did not wish to send
21 funds directly to MCR. Id. Instead, the warehouse lenders sent
22 the money to either an escrow company or an attorney to act as a
23 closing agent. Id. This third-party closing agent was supposed
24 to confirm that the loan agreements were proper, and the
25 warehouse lender's security interest in the property was

26
27 ¹ Defendant's straw buyers include his wife's parents,
28 mistress's parents, Alan Johnson, Victor Boyd (who submitted a
letter in support of defendant's character), and Paul Olivera
(discussed further below).

1 established, only then release the warehouse lenders funds to the
2 borrower and dispersing some of the funds to MCR as a fee. Id.

3 Rather than use a third-party as the escrow agent, defendant
4 put Allen Johnson, a recent law-school graduate and friend of
5 his, in place as the escrow agent for MCR. Id. Defendant paid-
6 off Johnson to abdicate his fiduciary duties and forward the
7 warehouse lenders directly to MCR. Id. In some cases, MCR would
8 fund the loans as Johnson should have. Id. In many others,
9 Ketner would take the warehouse lender's money and use it to pay
10 MCR's expenses, including expenses relating to defendant's
11 extravagant lifestyle. Id. As evidence of Ketner's direct
12 control over the money in Johnson's trust account, Ketner had
13 funds wired from that account directly to Ferrari of Orange
14 County to pay for a new sports car. Id.

15 To conceal his fraudulent activities, defendant, along with
16 Johnson and others, set up a series of off-shore accounts to
17 launder some of the fraudulent proceeds. PSR ¶ 41-48, Stolper
18 Decl. Ex F. Defendant set up a bank account in Nevis, in
19 Luxembourg, and in Nevada in the name "Paul Hernandez" using a
20 fake identification provided by Paul Olivera. Id. and Stolper
21 Decl. Ex. G. Defendant would then wire money around the world so
22 it could arrive at his Nevada for him to spend. PSR ¶¶ 41-48.

23 Defendant was using warehouse lender's money to pay for
24 MCR's, and his own personal, expenses. As a result, the checks
25 MCR was writing to its borrowers were bouncing. PSR ¶¶ 30-34,
26 Stolper Decl. Exs. C-F. In response, defendant directed Roberta
27 Martin and Terry Stone (a paralegal who worked for MCR) to use
28 money that warehouse lenders were forwarding to Allen Johnson to

1 fund new loans to be diverted to replace the money defendant
2 embezzled and fund old loans. Id. This created a Ponzi scheme,
3 except instead of using new investor's money to pay back old
4 investors, defendant was using new loan money to make good on old
5 loans.

6 Like all Ponzi schemes, defendant's ultimately collapsed
7 under its own weight. Defendant's creditors, particularly
8 Household Bank, learned enough about what was going and shut off
9 MCR's money flow. This forced MCR, and defendant, into
10 bankruptcy. Defendant, and his wife, filed for bankruptcy in
11 December, 2000. Stolper Decl. Ex. H.

12 3. *After MCR*

13 Bankruptcy did not, however, end defendant's fraudulent
14 schemes. The "Purple File Properties" had straw owners that
15 defendant had put in place to "own" dozens of properties around
16 the southland. For example, defendant used Pamela Stewart
17 (defendant's mistress) to be the straw owners of 14311 Weeping
18 Willow Lane in Fontana and 2856 N. Supelveda Ave., San
19 Bernardino, in May, 2000 - seven months before defendant declared
20 bankruptcy. Stolper Decl. Ex. H. According to Pamela Stewart,
21 defendant controlled every aspect of these properties, made all
22 payments for the properties, and had total control over the
23 properties. Id. Defendant did not, however, list these
24 properties as owned by him on his bankruptcy schedules. Stolper
25 Decl. Ex. H.

26 After defendant emerged from bankruptcy, he began to sell
27 off the "Purple File" properties that defendant parked in his
28 friends and family's names. For example, according to Ms.

1 Stewart, defendant sold off 14311 Weeping Willow Lane in Fontana
2 in December 2001. Stolper Decl. Ex. H. Although property was
3 owned, in name, by Ms. Stewart's parents, defendant directed that
4 Ms. Stewart forward the sales proceeds for that property to
5 defendant, which she did. Id. In 2004, defendant sold the 2856
6 N. Supelveda Ave., San Bernardino, property. Id. He did so
7 without consulting Ms. Stewart's parents, the titular owners of
8 the property, and directed that the proceeds be paid to defendant
9 and Ms. Stewart's business. Id. In response to the government
10 investigation of this transaction, defendant had Ms. Stewart sign
11 backdated promissory notes to make it appear as though the
12 payments to defendant were loans opposed to proceeds of
13 defendant's bankruptcy fraud. Id.²

14 Defendant's bankruptcy did not wipe out his debt to a number
15 of his victims. Surviving defendant's bankruptcy were
16 nondischargable judgements from Household Bank (\$5,000,000),
17 Regions Bank (\$750,000), and Commerce Title (\$400,000), and
18 Conseco (\$775,000), and others. Stolper Decl. Ex. J. In total,
19 defendant emerged from bankruptcy with over \$6.9 million in
20 nondischargeable judgments resulting from his MCR fraud. Id.
21 The judgements, signed by Judge Barr, require defendant to
22 provide his creditors copies of his tax returns, commencing with
23 tax year 2000, until such time as defendant pays down the
24

25 ² According to Beverly Fleming, a long-time employee of
26 defendant, she was approached by defendant to be a straw buyer of
27 a property on which CFC had foreclosed, years before MCR.
28 Stolper Decl. Ex. D. Per Ms. Fleming, defendant, much like he
did at MCR, kept the REO's out of the CFC bankruptcy, treating
them as his own "personal property" thereby denying his creditors
the recovery they were entitled. Id.

1 judgments. Id. The bankruptcy judgements against defendant were
2 entered in late 2001 through early 2002. Id.

3 In November, 2001, while defendant's bankruptcy was ongoing,
4 defendant entered into a "handshake" partnership with Rick
5 Arvielo where defendant would get 50% of the profits from a
6 mortgage company called New American Financial in return for
7 defendant's services. Stolper Decl. Exs. I and K. Defendant
8 requested that Mr. Arvielo not pay him direct W-2 wages. Id.
9 Instead, defendant requested that Mr. Arvielo pay "NFC
10 Consultants, Inc." or "Danbury Consultants." Id. These were
11 straw-companies set up and controlled by defendant but held in
12 the names of defendant's daughter and step-daughter. Stolper
13 Decl. Exs. L-N. According to defendant's daughter and Ms.
14 Stewart, "NFC" stands for "no fucking choice," because defendant
15 felt he had no choice but to set up these shell companies, lest
16 he have to pay his victims the money he owes them. Stolper Decl
17 Exs. I and L-N.

18 Mr. Arvielo complied with defendant's wishes. From
19 November, 2001 through May, 2004, Mr. Arvielo paid defendant's
20 straw companies over \$3.5 million. Stolper Decl. Exs. I and K.
21 During this same time period, defendant filed no tax returns,
22 paid no personal income tax, and paid his creditors and victims
23 nothing.

24 In addition to setting up Danbury and NFC to deprive
25 defendant's creditors any chance of collecting any money (not to
26 mention the IRS), defendant also set up a straw owner for his new
27 home in Newport Beach. Defendant recruited Paul Olivera, who
28 previously served as a straw buyer for defendant's "Purple File"

1 properties, was defendant's bookie, and who provided defendant
 2 with a fake identification to set up a Nevada bank account to
 3 receive the proceeds of his laundered MCR money,
 4 as the "purchaser" of 22 Cape Danbury in Newport Beach for over
 5 \$1.1 million. Stolper Decl. Ex. G. Mr. Olivera completed the
 6 purchase in on March 26, 2001. Stolper Decl. Ex. O. The
 7 evidence makes it clear that defendant is the true owner of this
 8 house: defendant decided to purchase it; defendant makes the
 9 mortgage payments (initially \$6,400); defendant decided when it
 10 was time to refinance the house to reduce the mortgage payment to
 11 \$4,400; and defendant lives in the house; and defendant could not
 12 provide any rental agreement for the house. PSR ¶¶ 160-162,
 13 Stolper Decl. Ex. G. Finally, in June, 2006, defendant's
 14 criminal attorneys took a \$149,900 deed of trust on this
 15 property, presumably for legal fees for defendant. Stolper Decl.
 16 Ex. O.

17 4. *Post-Indictment*

18 The grand jury indicted defendant February 16, 2005, for
 19 defendant's MCR-related fraud. The investigation of defendant's
 20 tax evasion, however, continued after indictment. As part of
 21 that investigation, the grand jury subpoenaed Danbury Consultants
 22 and NFC for all documents in their custody or control. In
 23 response to that subpoena, defendant, through his previous
 24 counsel, produced 89 promissory notes. Stolper Decl. Ex. P.³ In
 25 these promissory notes, defendant (60 times) and his wife (29

26 ³ It should be noted that defendant also backdated
 27 promissory notes to make a transaction appear legitimate in
 28 conjunction with the Purple File properties. Stolper Decl. Ex.
 I.

1 times) "borrowed" money from these corporations and, in turn,
2 used this money to live on. Stolper Decl. Ex. P.

3 Because defendant was borrowing the money, so the argument,
4 goes, he need not pay taxes on the money he is receiving from
5 these companies that he controls. These promissory notes
6 appeared highly suspicious, as if they were prepared in response
7 to the grand jury subpoena. This suspicion was compounded by the
8 fact the owners of these corporations (defendant's daughter and
9 step-daughter) had no knowledge that their corporations were
10 loaning defendant money. On March 9, 2005, the grand jury
11 subpoenaed Danbury Consultants and NFC for the original
12 promissory notes so the grand jury could confirm whether
13 defendant and his wife executed these promissory notes after the
14 fact in an attempt to obstruct the grand jury investigation.
15 Stolper Decl. Ex. Q.

16 In response to this demand, defendant's counsel informed the
17 government that defendant could not locate the original
18 subpoenas. Id. Government counsel, on behalf of the grand jury,
19 then directed the custodians of record for Danbury and NFC to
20 appear before the grand jury to testify how these records were,
21 or in this case, were not maintained. Id. Defendant's previous
22 counsel informed the government that defendant was the only
23 person who could testify as custodian of records and that he was
24 going to refuse to so on the basis of his 5th Amendment rights.
25 Id.

26 Defendant also attempted to deceive federal authorities with
27 regard to the "straw buyer" transactions involving Ms. Stewart's
28 parents. Stolper Dec. Ex. I. According to Ms. Stewart, the

1 money that went from the properties owned by her parents, but
2 controlled by defendant, was provided to defendant as a loan.
3 Id. This was the position that Ms. Stewart took when she was
4 first interviewed by the FBI and IRS-CID. Id. The grand jury
5 subpoenaed Ms. Stewart's company to see there was a loan
6 agreement and one was produced. Id. In a later interview, Ms.
7 Stewart confessed that defendant gave her this loan agreement and
8 backdated so it would appear to be contemporaneous documentation
9 - rather than created after the fact in response to the
10 government's investigation. Id.

11 Finally, as part of defendant's plea he was obligated:

12 Within six months of entering a guilty plea pursuant to
13 this agreement, to file with Internal Revenue Service
14 ("IRS") Federal income tax returns for tax years 2001
15 through 2005, to pay any amounts due and owing
(including penalties), and to comply with all rules and
regulations of the IRS.

16 Stolper Decl. Ex. A. Defendant changed his plea pursuant to the
17 plea agreement on August 1, 2006. His tax returns, and payments,
18 were due to the IRS on February 1, 2007. Defendant filed his tax
19 returns (albeit a few days late) but neglected to include any
20 payments for his taxes - obviously the most important part of the
21 process. In total, defendant owed the following taxes,
22 penalties, and interest per his tax returns⁴:

27 ⁴ Nothing in the government's sentencing position should be
28 construed to mean that the government believes defendant's tax
returns are accurate.

TAX YEAR	TAXES, PENALTIES, AND INTEREST
2000	\$12,634.52
2001	\$23,701.67
2002	\$26,985.03
2003	\$127,320.92
2004	\$151,536.65
2005	\$56,320.83
HomeZippr Trust Fund Recovery	\$202,689.26
TOTAL	\$601,188.88

Stolper Decl ¶ 2.

In early April, counsel for the government informed defendant's counsel that he had not lived up to his obligations in the plea agreement and that the government was going to request the Court declare a breach of the plea agreement. In response, defendant rushed to pay some of the taxes that are due an owing. Starting on April 10, 2007 and continuing to June 13, 2007 defendant paid over \$400,000 in taxes⁵ - a sufficient amount to bring him into compliance with the plea agreement under a compromise worked out by the parties to avoid breach litigation.

While defendant ultimately complied with the plea agreement, there are two things worth noting: (1) defendant only started paying his taxes due under the plea agreement *after* he was told

⁵ Some of the money paid by defendant to the IRS was drawn on the account of Paul Olivera. Stolper Decl. Ex. R.

1 the government might seek a substantially longer sentence than
2 his plea agreement called for; and (2) defendant was able to put
3 together over \$400,000 in less than 8 weeks when he felt his plea
4 agreement in jeopardy. This ability to quickly muster assets is
5 in stark contrast to the last six years where he has not paid his
6 creditors, victims or the IRS, one cent.

7 C. A Sentence of 63 Months Is Well Justified

8 The evidence is clear that, from the early 1980s continuing
9 until well *after* defendant was indicted, defendant has been
10 engaging in some kind of fraud. Defendant's fraud at MCR was
11 extensive in terms of the number of people who defendant had
12 assist perpetrate the fraud, in terms of amount of money
13 misdirected, and in terms of the number of people who MCR
14 disappointed with bounced checks instead of the loan proceeds
15 that they deserved. Defendant's intent and knowledge is perhaps
16 best evidenced by the international money laundering he engaged
17 in as part of the fraud. Defendant's long history of fraudulent
18 conduct and the nature of the fraud at MCR are, alone, sufficient
19 to warrant a high-end sentence.

20 The parties agreed that the loss in this case is over \$5
21 million. While the dollars were taken from financial
22 institutions the harm was spread among hundreds of borrowers who
23 thought they were going to be receiving the proceeds of a loan
24 and instead received either no check at all or one that bounced.
25 These "borrowers" were left having a lien or deed of trust taken
26 out against their homes to secure a loan that they never
27 received. At the time MCR collapsed, Household undertook a phone
28 audit of the customer who were supposed to have received funds

1 from MCR. This phone audit confirms that defendant took at least
2 \$9.2 million of warehouse lenders money that was supposed to be
3 funded that Household confirmed that was not. Stolper Decl. Ex.
4 S (Household phone audit spreadsheet, with names and phones
5 numbers of borrowers redacted). This is not case where only
6 large institutional lenders were hurt. Defendant marketed debt
7 consolidation loans through MCR to individual borrowers trying to
8 consolidate their usually high interest rate consumer debt into a
9 lower interest rate home equity loan. These "borrowers" were
10 left by defendant with no money from MCR with a deed of trust on
11 their home reducing, if not eliminating, their ability to obtain
12 a loan from another lender to consolidate their debt.

13 Defendant's misconduct did not end at MCR. Instead, there
14 is evidence that defendant, after he defrauded MCR's warehouse
15 lenders, cheated them in bankruptcy court by not disclosing the
16 fact that defendant continued to own some of the "Purple File"
17 properties. In effect, defendant defrauded his victims not once,
18 but twice: first by stealing from them; and then by keeping his
19 assets secret during the bankruptcy, collecting the proceeds from
20 their sale secretly on the side.

21 In 2001, as part of the bankruptcy, defendant stipulated,
22 and the bankruptcy court ordered, that defendant provide his tax
23 returns to his victims so that they may enjoy some recovery if
24 defendant prospered after his bankruptcy. Defendant, to his
25 credit, did prosper. Defendant has made millions of dollars in
26 the years since the bankruptcy. But defendant did not honor the
27 stipulations or court orders. Instead, defendant cheated his
28 victims once again, this time by just not filing income tax

1 returns so his victims were unaware that defendant had the
2 financial ability to start repaying them with the added benefit
3 of evading taxes. Defendant also set up shell corporations, held
4 by others, to receive payment for defendant's services so
5 defendant could conceal his prosperity from his victims. And by
6 and setting up shell corporations to evade receiving W-2 income
7 and by failing to file tax returns or pay taxes for over a half-
8 decade, defendant added the United States Treasury to his long
9 list of victims.

10 Defendant's misconduct did not cease after he was indicted.
11 Defendant provided 89 promissory notes from Danbury Consultants
12 and NFC to the grand jury. These promissory notes were intended
13 to make it appear the income defendant was receiving was not
14 income but loans. This claim, and the promissory notes defendant
15 provided to justify it, are obviously bogus. Much like the
16 promissory note that defendant and Ms. Stewart backdate to make
17 it appear as though the proceeds of the "Purple File" property
18 sales being given to defendant were "loans," defendant's 89
19 promissory notes were created to make it deceive the government
20 into believing the money he was receiving from Danbury and NFC
21 was not income. Indeed, Danbury Consultants and NFC were set up
22 so that defendant could have a corporate straw to hide his income
23 from his victims and the government. The promissory notes
24 defendant produced to the grand jury appear to be another fraud
25 that defendant has undertaken to evade responsibility.

26 Defendant continued to try and evade paying taxes even after
27 the guilty plea. Defendant, through counsel, negotiated a very
28 favorable plea agreement with the government. One of the terms

1 of that plea was that defendant had to file tax returns and pay
2 his taxes. Defendant filed his tax returns but did not start
3 paying the hundred of thousands of dollars in taxes due and owing
4 until *after* the government informed him the plea agreement had
5 been breached. Defendant's attempt to evade paying these taxes
6 echo all defendant's previous conduct engineered to avoid taking
7 responsibility, with the attendant financial consequences, of his
8 fraudulent activities. Indeed, defendant's own home is held in
9 someone else's name to guarantee the defendant does not have to
10 take financial responsibility and repay the money he stole.

11 **III.**

12 **CONCLUSION**

13 A high-end sentence of 63 months is a just and reasonable.
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DECLARATION OF ANDREW STOLPER

I, Andrew Stolper, declare as follows:

1. I am the Assistant United States Attorney assigned to United States v. Kenneth Ketner.

2. I have been in frequent contact with the IRS Revenue Agent responsible for Kenneth Ketner ("defendant"). The information concerning defendant's outstanding taxes was provided to me by the Revenue Agent on April 23, 2007, supplemented by defendant's counsel on June 13, 2007.

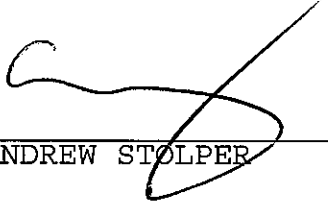
3. Attached, as described in the table BELOW, are true and correct copies of the following documents:

EXHIBIT	DESCRIPTION
A	Defendant's plea agreement
B	Interview report for Tami Ruffoll
C	Interview reports for Roberta Martin
D	Interview reports for Beverly Fleming
E	Interview reports for Terry Stone and Roger Luby
F	Interview reports and plea agreement for co-defendant Allen Johnson
G	Interview reports for Paul Olivera
H	Defendant's bankruptcy petition and selected schedules printed from PACER
I	Interview reports for Pamela Stewart
J	Bankruptcy court non-dischargeable judgements against defendant printed from PACER.
K	Interview report for Rick Arvielo
L	Interview report for Kristen Ketner
M	Interview report for Christine Glenn

N	Secretary of State printouts for Danbury Consultants and NFC
O	Transaction reports for 22 Cape Danbury, Newport Beach, California printed from WESTLAW
P	Promissory Notes
Q	Correspondence concerning promissory notes
R	Some of defendant's recent payments to the IRS
S	Household phone survey with names and telephone numbers redacted

I certify under penalty of perjury the foregoing is true and correct to the best of my knowledge.

6/15/07
DATE


ANDREW STOLPER